

# **MONTPELIER ADA**

## **SECTION 01001 - BASIC REQUIREMENTS**

### **GENERAL**

#### **0.1 References**

- A. Examine Drawings and all other Sections of the Specifications for requirements therein affecting the work to be performed.
- B. As used herein, the word "provide" means "furnish and install".
- C. In all instances where an item is referred to in the singular number in these Specifications or on the Drawings, it shall be understood that the references shall apply to as many such items as are necessary to complete the work.
- D. Before starting work, visit the site and examine the conditions under which the work is to be performed. Report in writing to the Architect any conditions which might adversely affect the work. Do not proceed with the work until the defects have been corrected and conditions are satisfactory. Commencement of work shall be construed as complete acceptance of preparatory work by others.

#### **0.2 Scope**

- A. Perform all work and provide all material and equipment as shown on the Drawings or as specified herein. All work shall be completely coordinated with the work of all trades and shall provide for a complete and fully functional installation in all respects.
- B. Drawings and Specifications shall be taken together; provide as though mentioned in both, work specified and not shown, or work shown and not specified. Although such work is not specifically shown or specified, provide as part of this work, all supplementary or miscellaneous items, appurtenances, devices or materials incidental to or necessary for a sound, secure and complete installation.
- C. Give all notices, file all plans, obtain all permits and licenses, pay all fees, and obtain all necessary approvals from authorities having jurisdiction as is applicable to the contractor and sub-contractors.
- D. All State owned buildings are designated no smoking.
- E. Working hours shall be between 7:00 a.m. and 4:30 p.m. except weekends and state holidays.

#### **1.3 Schedule of Work**

- A. Schedule work with owner and building occupants

#### **0.4 Schedule of Values**

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- A. Submit schedule on AIA Form G703.
- B. Submit Schedule of Values in duplicate within 20 days after date of letter of intent.

### **0.5 Applications for Payment**

- A. Submit one copy of each application on AIA Form G702 and G703.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Payment Period: Monthly.
- D. At the conclusion of construction provide two invoices; one for the contract amount minus 10% retainage, and one for the 10% retainage.

### **0.6 Construction Progress Schedules**

- A. Submit initial progress schedule in duplicate within 20 days after date of notice to proceed.
- B. Submit revised schedules with each Application for Payment, identifying changes since previous version. Indicate estimated percentage of completion for each item of Work at each submission.

### **1.7 Codes, Standards and Authorities**

- A. Perform all work in strict accordance with all rules, regulations, standards, codes, ordinances or laws of local, State and Federal governments or other authorities having lawful jurisdiction and be responsible for compliance therewith. Such authorities include, but are not limited to, the following:
  - 1. Local and State building, plumbing, mechanical, electrical, fire and health department codes.
  - 2. National Fire Protection Association (NFPA).
  - 3. National Board of Fire Underwriters (NBFU).
  - 4. Occupational Safety and Health Act (OSHA).
- B. All material and equipment shall be ASME, ANSI, or Underwriter's Laboratory (UL), listed as applicable for the service for which it is being used.

### **0.8 Guarantee**

- A. Guarantee in writing all work for a period of one year from the date of substantial completion. Should any defects in materials, equipment, workmanship or installation develop within this period, promptly make all necessary repairs and replacements to the satisfaction of the Architect and at no cost to the Owner. Said written guarantee shall further stipulate that any damage caused in making such necessary repairs and replacements shall be remedied and corrected.
- B. Guarantee shall also include provision for 24-hour service of the complete system during the guarantee period at no cost to the Owner. Should any defects in materials, equipment,

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workmanship or installation develop within this period, promptly make all necessary repairs and replacements to the satisfaction of the Architect and at no cost to the Owner. Said written guarantee shall further stipulate that any damage caused in making such necessary repairs and replacements shall be remedied and corrected.

C. Guarantee shall be submitted to the Architect through the Contractor before final payment.

D. At the end of the guarantee period transfer to the Owner all individual equipment and material guarantees which are still in force.

E. In the case of renovations, the guarantee shall apply only to the new work performed.

F. When a more specific guarantee is required by another section of these specifications the more specific guarantee will prevail.

### **0.9 Warranties**

With respect to all warranties, express or implied, from the prime Contractor, subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:

1. Obtain all warranties that would be given in normal commercial practice;
2. Require all warranties to be executed, in writing for the benefit of the State and;
3. Enforce all warranties for the benefit of the State.

### **0.10 Contract Documents**

A. Work to be performed is shown primarily on Drawings.

B. The Drawings are diagrammatic and indicate the general arrangement of work included in the Contract. It is not intended to specify or to show every component. However, it is the intent of these Specifications and Drawings that all required components and materials whether or not indicated or specified, shall be provided in such a manner as to make the entire project fully complete and operational in all respects.

C. Any questions regarding these Drawings or Specifications shall be addressed to the Architect in writing prior to the awarding of the Contract. Otherwise, the Architect's interpretation of the meaning and intent of the Drawings and Specifications shall be final.

D. During construction the Contractor shall maintain an as-built set of drawings at the job site showing any deviations, changes or additions. As-builts shall be made with red pencil on a clean set of prints and given to the Owner upon completion of the project. As-builts shall be in sufficient detail to show all work performed which is not shown on the Drawings.

### **0.11 Discrepancies in Documents**

A. Where Drawings or Specifications indicate discrepancies or unclarities, advise the Architect in writing before award of the Contract. Otherwise, the Architect's interpretation of the documents shall be final, and no additional compensation shall be permitted due to discrepancies or unclarities thus resolved.

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- B. Where Drawings or Specifications do not coincide with the recommendations of the manufacturer of a material or piece of equipment, this shall be brought to the attention of the Architect in writing, before installation of the item in question. Otherwise, make such changes in the installation as the Architect may require without additional cost to the Owner.

### 0.12 Examination of Site and Contract Documents

- C. Before submitting bid prices, thoroughly examine all the Contract Documents and the site with special emphasis on all the adjoining work upon which this work depends.
- D. No claim for extra compensation will be recognized for difficulties encountered which, in the opinion of the Architect, would have been revealed by the proper examination of the site.

### 0.13 Construction Aids, Barriers

#### A. Construction Aids:

##### 1. Scaffolding and hoists:

This phase of the operation is at the option of the Contractor. Construction aids shall meet the requirements of the various laws and regulations governing the building operation.

##### 2. Barriers:

Contractor shall provide barriers and safety requirements to protect the Owner's property and interests and comply with all laws governing construction safety.

### 0.14 Access to Site

- A. Access to and egress from site for contractor's employees, trucks, construction machinery, and material deliveries shall be in accordance with prevailing local or other ordinances and as approved by the Owner.
- B. Direct access on the site shall be along existing drives and roads.

### 0.16 Electrical Service For Construction Purposes

- C. Electric energy is available at no cost to the Contractor. The Contractor shall furnish all temporary wiring, equipment, and extensions from the Owner's source of power that are necessary for the completion of the project. Power demands for power operated tools rated in excess of ½ HP will be made available within the limits of the existing source and circuitry, as determined and set forth by Engineer and Owner's Representatives. No circuit shall become overloaded due to temporary loads. All temporary wiring, equipment, and extensions shall be installed in conformity with NEC.

### 0.17 Sanitary Facilities

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- A. The Contractor will be permitted to use existing public toilet facilities and janitor closet facilities in the building, provided the existing facilities are not misused, defaced, or dirtied unnecessarily. If the Owner or Architect deems that the existing facilities have been subject to misuse, the Contractor shall be informed and caused to install and be responsible for maintaining his own temporary sanitary facilities subject to the Owner's restriction. The Contractor shall also be held responsible for the repair of any damage to said existing facilities.

### **0.18 Water for Construction Purposes**

- A. The Owner will furnish water for construction through the available system, without charge to the Contractor. The Contractor shall obtain the necessary permission, make all connections, as required, furnish and install pipe and fittings, and remove same at completion of the work. Pipes and fittings must be maintained in perfect condition at all times.

### **0.19 Dust Partitions**

- A. Provide temporary partitions to separate work areas from Owner occupied areas, to prevent penetration of dust and moisture into Owner occupied areas, and to prevent damage to existing materials and equipment.

### **0.20 Parking**

- A. The Contractor may use current parking areas as designated by the Owner.

### **0.21 Field Meetings**

- A. Preconstruction meeting: Schedule a preconstruction meeting before starting construction. Review responsibilities and personnel assignments.
- B. Attendees: Architect, Representative of the Agency where the work is being performed, State's Project Engineer, Clerk of the Works, the Contractor and its superintendent; major subcontractors; and other concerned parties shall attend.
  - 1. Participants shall be familiar with the Project and be authorized to conclude matters relating to the Work.
- C. Agenda: Discuss items that could affect progress, including the following:
  - 1. Tentative construction schedule.
  - 2. Critical work sequencing.
  - 3. Submittal of Shop Drawings, Product Data, and Samples.
  - 4. Use of Premises.
  - 5. Coordination with, and working around tenant employees.
  - 6. Schedule of progress meetings.
- D. Periodic job meetings will be scheduled by the Architect during the course of construction. The Contractor, and upon request of the Architect, his principal subcontractors shall attend such meetings and be prepared to furnish answers to question on progress, workmanship, or on any other subject on which the Architect or Owner might reasonably require information.

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### **0.22 Coordination**

- A. Coordinate scheduling, submittals, and Work of the various sections of specifications to ensure efficient and orderly sequence of installation of interdependent construction elements.
- B. Verify utility requirement characteristics of operating equipment are compatible with building utilities.

### **0.22 Special Responsibilities**

- A. Interruption of services or utilities: Confer with Architect as to disruption of services or other utilities due to testing or connection of new work to existing. Prior to interruption, obtain Architects approval of the method proposed for minimizing service interruption.
- B. The contractor and his subcontractors shall take any and all necessary precautions governed by any ordinance relative to noise, dust, water, pest, rodent, mosquito, or pollution controls. The Contractor shall provide necessary temporary barriers to prevent dirt and polluted air from leaving work area. Contractor shall remove same when work is completed or when directed by the Architect or Owner.
- C. Cleaning:
  - 1. Work and storage areas shall be maintained and swept clean on a daily basis.
  - 2. Provide on-site containers for collection of waste materials, debris and rubbish.
  - 3. Materials removed and not reused and debris resulting from the Contractors work shall become the property of the Contractor and shall be removed from the site and legally disposed of.
  - 4. Clean interior spaces prior to the start of finish painting and continue cleaning on an as-needed basis until painting is finished. Schedule cleaning operations so that dust and other contaminants will not fall on wet or newly coated surfaces.
  - 5. In preparation of final inspection or substantial completion:
    - a) Remove grease, mastic adhesives, dust, dirt, stains, fingerprints, labels and other foreign materials from exposed interior and exterior surfaces.
    - b) Unless otherwise specified all surfaces shall be swept or vacuumed
    - c) Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
    - d) Remove all debris from roof surfaces.
  - 6. The contractor's particular attention is called to the matter of LITTER. Litter shall be classified as personal disposable items brought to the site by the contractor, his subcontractors, mechanics, or employees. The contractor shall be responsible for the removal of litter by such means as trash cans, placed at strategic locations, laborers, or other means determined or as directed by the Architect or Owner.
- D. Supervision:
  - 1. The Contractor shall employ a competent superintendent who shall be in attendance at the site during the progress of the work. The superintendent shall be satisfactory to the Architect and shall not be changed except with the consent of the Architect, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his

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employ.

2. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications will be confirmed in writing. Other communications will be so confirmed on written request in each case.

### E. Security:

Contractor shall be responsible for his own security in reference to the work completed, materials and equipment stored on the site, and shall comply with the Owner's security requirements.

## 0.24 Materials and Workmanship

- A. Work shall be executed by skilled craftpersons and shall be in conformance with the best practices of each trade involved. Work shall present a neat and workmanlike appearance when completed. Material and equipment shall be installed according to manufacturer's recommended best practice.
- B. Fully insure workmen and work as required.
- C. Except as otherwise noted, material or equipment mentioned in Specifications or on Drawings shall be furnished new and supplies, necessary for complete and operational installation shall be provided.
- D. Finish of materials, components, and equipment shall not be inferior to industry good practice. When material or equipment is visible or subject to corrosive or atmospheric conditions, finish shall be as approved by Engineer.
- E. Owner shall not be responsible for material and equipment prior to testing and acceptance.

## 0.25 Material and Equipment

### A. Transportation and Handling:

1. Contractor and his subcontractors shall be responsible for the transportation and handling of all materials from, to, and at the project site. All damages thereto shall be replaced by the responsible party at no additional cost to the Owner.
2. Properly identify all materials shipped to the Contractor at the project site with the Contractors name, project title, and specific delivery point. Receipt of materials is the Contractors responsibility.

### B. Storage and Protection:

1. Materials used in this project may be stored within the confines of the rooms included in this project. This material shall be located in such a manner that it does not block fire exit paths, or interfere with normal operations of the occupants. Security of stored items is the Contractors responsibility.

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2. The following storage requirements shall apply.
  - a) Before installation, store materials and equipment at site:
    1. In orderly manner so as not to interfere with other work or obstruct access to buildings or facilities.
    2. Protecting against theft or damage from any cause and replacing items stolen or damaged, at no cost to Owner.
  - b) After installation and until final acceptance, respective contractor responsible for:
    1. Protecting materials and equipment from damage by falling objects, other workmen, flooding, etc.
    2. Replacing damaged or marred equipment prior to final acceptance.
    3. Replacing protective covering removed at any time for any reason.
  - c) Repair and replace, at no cost to Owner:
    4. Any damage to systems, equipment, and/or building due to freezing or other damage.
    5. To meet Architect's and Owners' approval.

### 0.26 Cutting and Patching

- A. Demolition shall be performed with care so as not to damage existing construction or equipment to remain. Remove all items and materials as indicated and as required to perform the work.
- B. Contractor shall be responsible for all cutting, fitting and patching, including excavation and backfill required to complete the work or to:
  1. Uncover portions of the work to provide for the installation of ill-timed work.
  2. Remove and replace defective work or work not conforming to the requirements of Contract Documents.
- C. Provide protection for that portion of the Project which may be exposed by cutting and patching work; maintain excavations free from water.
- D. Restore work which has been cut or removed; install new products to provide completed work in accord with requirements of Contract Documents.
- E. Fit work airtight to pipes, sleeves, ducts, conduit and other penetrations through surfaces.
- F. Refinish surfaces as necessary to provide an acceptable finish to match adjacent finishes.

### 0.27 Submittals and Shop Drawings

- A. Within 30 days of receiving the notice to proceed and before ordering or installing any of the following items, submit the number of submittals required by the Contractor plus 2 which will



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be retained by the Architect, of the following items, unless otherwise noted, for approval. The following submittals will be required.

| <u>Item</u>                       | <u>Section</u> | <u>Catalog<br/>Cuts</u> | <u>Shop<br/>Drawings</u> | <u>Other</u> |
|-----------------------------------|----------------|-------------------------|--------------------------|--------------|
| Progress Schedule (1 copy)        |                |                         |                          | X            |
| MSDS Sheets                       |                |                         |                          | X            |
| Certificate of Insurance (1 copy) | 01001          |                         |                          | X            |
| Bonds (1 copy, ea.)               | 01001          |                         |                          | X            |
| Recycling Plan (1 copy)           | 01577          |                         |                          | X            |

- B. Where printed data covers more than one distinct product, size, type, materials, trim, accessory group or other variation, mark submitted copy to indicate which of the variations is to be provided. Delete or mark out portions which are not applicable. Where operating ranges are shown, mark data to show portion of range required for project application. For each product include the manufacturer's specifications, installation or fabrication instructions, sizes, weights, speeds, operating capacities, conduit and wire connection sizes and locations. Any submissions presented otherwise shall be returned to the contractor.
- C. Upon completion of the project, and before final payment, the following submittals will be required:

| <u>Item</u>             | <u>Section</u> | <u>Catalog<br/>Cuts</u> | <u>Shop<br/>Drawings</u> | <u>Other</u> |
|-------------------------|----------------|-------------------------|--------------------------|--------------|
| Guarantee Bond (1 copy) | 01001          |                         |                          | X            |
| As Builts (1 copy)      | 01001          |                         | X                        |              |
| Manufacturer's Warranty |                |                         |                          |              |

### 0.28 Substitutions and Product Options

- A. Requests for substitutions must be submitted within 20 days from receipt of letter on intent. After 20 days items shall be as specified.
- B. Manufacturers' catalog and model numbers, shown on the Drawings or in this Specification, are indicative of the general type and quality of materials and equipment desired and are not intended to restrict selection of any particular manufacturer; "or equal" is implied unless otherwise noted. Materials and equipment of similar design, equivalent characteristics and quality will be acceptable if approved by the Architect.
- C. The various manufacturers' names, model number, etc., for the equipment and material specified herein or shown on the Drawings are taken from the catalogues on file here in the library of this office at the time of this writing. It is the responsibility of the Contractor to ascertain that these numbers are still active and that equipment supplied is compatible with this installation. If there are any questions, it is the responsibility of the Contractor to contact the Architect before releasing the material.
- D. Where "or equal" is stated, or implied, it is the Architect's, not the Contractor's, decision as to what brands or suppliers qualify as equal or not equal.

### 0.29 Project Closeout

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- A. Guarantees, Bonds, and Certificates:
  - 1. Various items such as Guarantees, and Bonds are specifically called for and described in various portions of the specifications where they relate to work of a specific item. Original copies of required items shall be filed with the Project Manager before the project will be closed out and final payment made.
  - 2. See also requirements in "Instructions to Bidders".
- B. Before requesting final payment, submit certificates of approval (or final inspection) from all concerned authorities, including but not limited to:
  - 1. Certificate of Occupancy
  - 2. An outline of a preventive maintenance program for each item which shall include a schedule of inspection and maintenance. It shall suggest the maintenance and inspection that should be done with outside service.
  - 3. Servicing instructions and lubrication charts and schedules.
  - 4. Complete name and address of nearest vendor of replaceable parts.
  - 5. Copy of all guarantees and warranties issued.
  - 6. Where contents of the manual include manufacturer's catalog pages, clearly indicated the precise items included in this installation and delete, or otherwise clearly indicate, all manufacturer's data with which this installation is not concerned.

### **0.30 As-Builts:**

- A. Contractor shall provide a redlined set of original prints showing any work performed and not shown or work performed which deviates from the original drawings.

### **0.31 Cleaning-up:**

Contractor and his subcontractors shall clean up upon completion of their work. They shall remove all litter, debris, construction equipment and leave all areas and finishes as required by the specifications, ready for Owner use.

- A. Removal of utilities, facilities, and controls
  - 1. Remove temporary utilities, equipment, facilities, materials, prior to Final review.
  - 2. Clean and repair damage caused by installation or use of temporary work.
  - 3. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

**END OF SECTION 01001**